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ABSTRACT

This collective bargaining agreement is between the University of Delaware and the American Association of University Professors, University of Delaware Chapter. Articles cover agreement, purpose, recognition, AAUP membership, AAUP representatives and privileges, bargaining unit membership, union responsibilities, grievance procedure, personnel benefits, nondiscrimination, faculty workload, salaries, totality of agreement, precedence of laws, maintenance of practices, term of agreement, and effective date. (MJM)

ED 087346

COLLECTIVE BARGAINING AGREEMENT

UNIVERSITY OF DELAWARE

AND

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS UNIVERSITY OF DELAWARE CHAPTER

U.S. DEPARTMENT OF HEALTH
EDUCATION & WELFARE
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HE 003 160

Date: 9 May, 1973

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ARTICLE I
AGREEMENT

This Agreement is made and entered into this ninth day of May, 1973, by and between the University of Delaware, hereinafter referred to as the "University" and the University of Delaware Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP".

ARTICLE II
PURPOSE

The purpose of this Agreement is to promote harmonious relationships between the Faculty and the Administration of the University and to improve the quality of education and to maintain the high standards of excellence at the University of Delaware, and is the sole and exclusive embodiment of all agreements between the University and the AAUP covering wages, benefits and conditions of employment. It is agreed and understood that the intent and purpose at all times shall be the improvement and maintenance of the educational, research and related programs of the University, and the welfare of the student body. Should any conflict exist between the provisions specifically set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.

ARTICLE III
RECOGNITION

3.1 The University recognizes the AAUP (Delaware Chapter) as the sole and exclusive bargaining representative as cer-

tified by the Department of Labor, State of Delaware in respect to matters concerning wages, salaries, hours, vacations, sick leave, grievance procedures and other terms and conditions of employment as specifically set forth in this Agreement, for all employees of the University in the collective bargaining unit designated by that certification dated May 12, 1972, as follows: All full-time employees who are regular members of the voting faculty of the University of Delaware under the Bylaws and whose appointments are confirmed by the Board of Trustees and no others.

Excluded from the collective bargaining unit are: All administrative officers of the University, including department chairmen, all administrative and professional staff, Center for Counseling and Student Development staff, all part-time faculty or adjunct faculty members, all other professional employees not holding faculty rank, all nonprofessional employees and all supervisory employees.

3.2 This recognition covers all full-time members of the voting faculty who are administratively assigned to the following facilities of the University based on their participation in the collective bargaining representative election conducted by the Department of Labor, State of Delaware, on May 10 and 11, 1972:

1. Newark Campus
2. Georgetown - Full-time University faculty at the Experimental Station, Georgetown; full-time University faculty in the College Parallel Program at the Southern Branch, Delaware Technical and Community College.

3. Lewes - Full-time University faculty at the University Marine Laboratory at Lewes.
4. Wilmington - Full-time University faculty in the College Parallel Program at the Northern Branch, Delaware Technical and Community College.

3.3 Management of the University

The AAUP recognizes that except as hereinafter specifically provided, the operations and administration of the University, including but not limited to, the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their duly designated representatives. Except as hereinafter specifically provided, nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the State of Delaware or the Charter of the University.

ARTICLE IV
AAUP MEMBERSHIP

Professional Dues Deduction

During the term of this Agreement, the University agrees to deduct monthly membership dues, proportionately each pay period, from the salaries due all members who individually and voluntarily give the University written authorization to do so on the "Authorization of Payroll Deducation of Membership Dues" form attached hereto as Appendix "A". The AAUP assumes the responsibility to obtain and deliver to the University said written authorization, or notices of revocation, except the University will have no obligation to deduct or remit the dues payable for the account of any faculty member

whose dues deduction authorization form reaches the payroll department less than fifteen (15) calendar days before the semi-monthly pay day for which dues are to be deducted. The AAUP shall transmit written notices of revocation to the University not more than thirty (30) days and not less than fifteen (15) days prior to the expiration date of the current "Authorization of Payroll Deduction of Membership Dues" form. The University shall forward such dues for the previous month's salaries to the Treasurer of the AAUP, University of Delaware Chapter, at an address furnished, in writing, to the University by the AAUP on or before the tenth day of each month. The AAUP agrees to release and discharge the University of Delaware, its officers, agents, and employees from any and all liability whatsoever arising as a result of dues deductions. The AAUP assumes full responsibility for the disposition of monies so deducted once they have been remitted to the Treasurer of the AAUP as set forth above.

ARTICLE V
AAUP REPRESENTATIVES AND PRIVILEGES

5.1 The AAUP, its officers and members shall not engage in union activities, hold meetings on University property, or utilize University facilities in any way that interferes with or interrupts normal University operations or the obligations and duties of faculty members as employees.

5.2 The AAUP shall have the right to make reasonable use of University space, facilities, and equipment in accordance with University procedures, for proper activities related to its position as the recognized representative of the full-time

voting faculty. AAUP shall pay reasonable costs for the use of space, facilities, and equipment.

5.3 The AAUP shall be entitled to reasonable use of the campus mail, in accordance with University procedures. The AAUP agrees to limit its use to material directly related to its function as collective bargaining agent, and agrees further that the material it distributes by campus mail will not violate reasonable standards of propriety with respect to the language employed.

5.4 The AAUP shall have the right to post at appropriate places on the campus for the benefit of the employees it represents, bulletins and notices relevant to official AAUP business, of a nonpolitical nature, so long as these do not violate reasonable standards of propriety.

5.5 The University shall make available to the AAUP an on-campus furnished office of at least 100 square feet suitable for conducting official business at the annual rental of Six Dollars per square foot.

5.6 The University agrees to provide, at no cost to the AAUP or its members, a complete copy of this Agreement.

5.7 The University agrees to make available to new faculty members copies of this Agreement and copies of the Authorization of Payroll Deduction of Membership Dues.

5.8 Three members of the AAUP will be given one three credit course reduction per semester for the purpose of representing the AAUP in collective bargaining. This course reduction shall be at no expense to the University.

5.9 The advice of a majority of the faculty within the

department will be required for the appointment or reappointment of the Department Chairman.

ARTICLE VI
BARGAINING UNIT MEMBERSHIP: LIST OF UNIT

The University will transmit to the AAUP, within fifteen (15) days after the signing of this Agreement, a list stating the name of each faculty member then in the unit, and will, by the fifteenth (15th) day of the month following the start of each semester submit any changes in such list and send the AAUP a list of such changes. Upon the call of either party to this Agreement, a conference between the designees of each party will be held within seven (7) calendar days to discuss and agree upon any changes in the membership of the bargaining unit.

ARTICLE VII
UNION RESPONSIBILITIES

The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of the University program. The AAUP, therefore, agrees that neither it, nor any of its officers, agents, employees, or members, will instigate, engage in, support or condone any strike, work stoppage, or other concerted refusal to perform work by any employees in the bargaining unit.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 A grievance is defined as any dispute or difference concerning the interpretation, application or claimed violation

of any provision of this Agreement. It is understood that this Agreement in no way diminishes the responsibility of faculty, department chairmen, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment. An appellant who has a grievance must initiate action either informally under Step 1, or in writing under Step 2, within forty-five (45) calendar days after knowledge of the occurrence of the event out of which the appeal arises. The procedures for processing complaints or problems related to terms or conditions of employment, but which are not grievances as defined above, will follow the steps set forth in 8.2 except that Step 7 is eliminated.

8.2 Any grievance appeal of a member of the bargaining unit of the AAUP - hereinafter called "the appellant" - shall be handled in the following manner:

Step 1. Every attempt shall be made to resolve any grievances arising under this section speedily and informally by meetings between those directly affected.

Step 2. An appellant who has a grievance shall present an appeal in writing and signed by the appellant in the first instance to his chairman (if the appellant is in an administrative unit with no chairman, this step is omitted). The chairman shall discuss the grievance with the appellant. The AAUP will be notified and may send representatives at the request of either party.

The Chairman shall consider the appeal and shall reply in writing within seven (7) calendar days after receipt of the appeal.

Step 3. If the matter is not resolved, the appellant shall file a written appeal to the Dean or Director within seven (7) calendar days. The Dean or Director shall discuss the grievance with the chairman and the appellant. The AAUP will be notified and may send representatives at the request of either party.

The Dean or Director shall consider the appeal and shall reply in writing within ten (10) calendar days after receipt of the appeal.

Step 4. If the matter is not resolved, the appellant shall file a written appeal to the appropriate Committee of Review of his College or Division, with copies to the Dean or Director and the AAUP, within seven (7) calendar days. The Committee of Review must hear the case with concern for due process: the appeal must be in writing; the appellant must be afforded the opportunity to testify, the appellant must have the opportunity to be apprised of the basis upon which all actions were taken; AAUP representatives may be present and may counsel or represent the appellant if he so desires.

The appellant and, if he so wishes, AAUP representatives, will be afforded an opportunity to obtain necessary witnesses and relevant documentary and other evidence, except letters of recommendation pertaining to initial employment. The administration will make available on a confidential basis necessary documents and other evidence within its control and insofar as it is possible for it to do so, secure the cooperation of necessary witnesses.

The appellant and the appropriate administrative officer will have the right to confront and cross-examine all the witnesses. Where a witness cannot or will not appear, but the Committee determines that the interests of justice require admission of his statement, the Committee will identify the witness and if possible, disclose his statement and provide for interrogatories.

The decision of the Committee of Review must be presented, in writing, to the appropriate Dean or Director, the appellant, the AAUP and the Vice President for Academic Affairs. The decision must address itself to the issues raised. The Committee of Review must render its decision within twenty-five (25) calendar days after the appeal was presented to the Committee. This period may be extended by mutual consent to a maximum of ninety (90) calendar days.

Step 5. If the appellant, or either party to this Agreement, is not satisfied with the written decision of the Committee of Review, a written appeal shall be sent to the Vice President for Academic Affairs within seven (7) calendar days. The Vice President for Academic Affairs shall consider the appeal and shall reply in writing within ten (10) calendar days after receipt of the appeal.

Step 6. If this is not successful, the matter shall be referred to the University Appeals Committee defined below. The University Appeals Committee must hear the case with concern for due process as defined in Step 4 above. The University Appeals Committee must render its decision within

twenty-five (25) calendar days after the appeal was presented to the Committee unless further time is granted by mutual consent. The decision of this Committee shall be considered advisory to the President and to the Board of Trustees. The President shall rule on the appeal in writing with copies to the appellant and the AAUP within ten (10) calendar days of receipt of the recommendation of the University Appeals Committee, and the matter shall be considered resolved unless it involves a grievance as defined in 8.1 above.

Step 7. If the appellant is not satisfied with the written decision of the President and the matter involves a grievance as defined in 8.1 above, and if the AAUP concurs, it may file a written appeal within seven (7) days to the American Arbitration Association for binding arbitration under its rules. The arbitration will be before a tri-party panel of three arbitrators, one appointed by the University, one appointed by the AAUP, and one selected under the AAA rules, and the decision of the arbitrators will be final and binding. The arbitrators' award shall not modify, change, add to, or subtract from any provision of this Agreement. The costs of the AAA, and its impartial arbitrator will be shared equally by the parties, and each party shall bear the costs of its own arbitrator and the presentation of its case.

8.3 The University Appeals Committee shall consist of three (3) faculty members selected by the administration from a list of fifteen (15) provided by the AAUP and two members of the voting faculty as defined by Board of Trustees Bylaws, selected by the AAUP from a list of ten (10) provided by the administration.

8.4 Any written decision or written answer to an appeal made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon the appellant (s) and the parties to this Agreement. If a decision or written answer to an appeal is not rendered by an administrator or Committee of Review within the time limits specified in this Article, the appellant may take the next step in the procedure.

8.5 University holidays, Saturdays and Sundays shall not be counted as calendar days. Extensions of time will normally be granted for good and sufficient reasons such as illness of the appellant, problems arising from Winterim and summer, by mutual agreement.

8.6 At no step in the procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement.

8.7 No provision of this Article shall infringe upon the right of the AAUP to act as the sole and exclusive Collective Bargaining Agent as provided by Article III, Recognition, of this Agreement.

ARTICLE IX
PERSONNEL BENEFITS

9.1 During the term of this Agreement, the University agrees to make available the present level of benefits provided by the following programs and policies:

A. Insurance Programs
   1. Medical - Surgical
   2. Major Medical
   3. Total Disability
   4. Life Insurance
B. Retirement Program
C. Course Fee Waivers
D. Physical Examinations
E. Mortgage Loans

9.2 Employees must apply for the foregoing benefits within thirty (30) days of employment or as otherwise specified in the respective plans. Information on the foregoing programs may be obtained at the office of the Director of Personnel Services.

9.3 Nothing herein shall be construed to prevent the University from making changes in the insurance and annuity carriers underwriting the foregoing benefits provided there is no decrease in benefits.

9.4 The provisions of this Article shall be subject to the rules and regulations of the various insurance and annuity carriers and applicable University regulations.

9.5 It is specifically agreed that the administration, interpretation and application of the foregoing plans and programs are not subject to the grievance procedure; however, failure to make available the benefits of these plans and programs is subject to the grievance procedure.

ARTICLE X
NON-DISCRIMINATION

The University and the AAUP agree not to discriminate against a faculty member because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the AAUP.

ARTICLE XI
FACULTY WORKLOAD

11.1 It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the University. Except as set forth in paragraphs 4 and 5, it is further agreed that this Article shall not be used as a basis of limiting faculty workload when such limitations would interfere with matters of academic judgment.

11.2 Workload is defined as teaching, including instruction in regular academic year courses with assigned credit hours and mutually agreed upon instructional assignments, such as thesis, dissertation, seminar and special problem supervision (workload of faculty members on fiscal year contracts may include summer session courses); research, including sponsored research; advising; committee work; and University-administered, consultative, and organizational activities, not only inside but also outside the University, when such activities by mutual agreement bring benefit and/or prestige to the University.

11.3 Faculty will be on campus as required by their workload.

11.4 At the beginning of the academic year the planned student-bargaining unit faculty ratio will not exceed 18.1 full-time graduate[1] and undergraduate[2] students per member of the bargaining unit in the University as a whole and it is fully agreed that this ratio may vary widely from unit to unit within the University and among faculty members.

11.5 The composition of a normal workload within a unit will be consistent with past practice within that unit. Except by mutual agreement the teaching and advisement portion of each individual's workload will not average in excess of 12[3] credit-contact hours per week per semester for the academic year, nor shall the average teaching load of the members of the unit exceed the past practice within the unit. If a teaching assignment results in an overload, extra compensation will be awarded at the prevailing rate.

11.6 Faculty members and department chairmen (or deans or directors) are encouraged to develop a workload plan on an administered basis, i.e., in any semester teaching duties of individual faculty members may vary within a department (or unit) to permit variations in emphasis on research and other aspects of individual workload provided the total teaching and scholarly needs of the faculty member and the department (or unit) are met. The faculty member and chairman (or dean or director) will develop in writing the workload plan for every semester at least two months prior to the beginning of the semester. Every effort will be made to develop the workload plan harmoniously.

11.7 In developing a workload plan, courses will be scheduled so that the anticipated enrollment in any course at the 500 level and above will not exceed 35.

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[1] Full-time graduate students are those carrying nine (9) or more course credit hours per semester.

[2] Full-time undergraduate students are those carrying 12 or more course credit hours per semester. (Undergraduate Catalog, 1972-74, page 79).

[3] Each hour spent in scheduled classroom teaching counts as 1 credit-contact hour. Each hour spent in scheduled laboratory, field, or clinical instruction and individual instruction counts as 1/2 credit-contact hour. Scheduled individual special problems and theses count as 1 credit-contact hour, and dissertations count as 2 credit-contact hours. Thirty full-time undergraduate advisees are equivalent to 1/2 credit-contact hour.

ARTICLE XII
SALARIES

12.1 It is agreed that already implemented salary increases for the period July 1, 1972 through June 30, 1973 shall remain in effect but not be further increased during this period.

12.2 For the period July 1, 1973 through June 30, 1974, the sum of $567,000 shall be allocated for merit increases exclusive of promotional increments.

12.3 The following salary minimums for new faculty shall apply:

	Effective Sept. 1, 1973 For New Faculty on Academic Year Contracts	Effective July 1, 1973 For New Faculty on Fiscal Year Contracts (12 Mos.)
Instructor or Lecturer	$ 9,000	$11,000
Assistant Professor	11,600	14,178
Associate Professor	14,500	17,722
Professor	18,000	22,000

It is agreed that the salary of continuing faculty will not be below the above stated minimums for new faculty.

12.4 Faculty promoted in rank effective July 1, 1973 or September 1, 1973 shall receive annual promotional increments as follows:

Assistant Professor	$ 500.
Associate Professor	750.
Professor	1,000.

12.5 University contributions to benefit plans and programs shall be increased in the amount of $72,000 for the period July 1, 1973 through June 30, 1974. It is recognized that those University contributions to benefit plans and programs which shall automatically increase as a result of the provisions of 12.2, 12.3 and 12.4, above, of this Article shall be included in the total of $72,000 and any balance which is available for allocation shall first be discussed with the AAUP.

ARTICLE XIII
TOTALITY OF AGREEMENT

Both parties, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or not referred to or governed by or not governed by this Agreement, unless the University and the AAUP mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

ARTICLE XIV
PRECEDENCE OF LAWS

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XV
MAINTENANCE OF PRACTICES

15.1 The parties agree to continue in effect all practices of the University Administration not covered by the terms of this Agreement governing wages, salaries, hours, vacations, sick leave, grievance procedures, academic freedom, appointment, reappointment, promotion, tenure, dismissal, termination, suspension and sabbatical leave, provided, however, that such practices are not in conflict with the provisions of this Agreement. In the event of such a conflict, the terms of this Agree-

ment shall be controlling.

15.2 As used in this Agreement, the term "practices of the University Administration" refers to those practices of the Office of the President, the Office of the Provost, the Offices of the Vice Presidents, the Offices of the Deans, and the Offices of Department Chairmen, based upon written policies of the University Administration, of its Board of Trustees, and those Faculty Senate policies which are approved by the President and the Board of Trustees.

15.3 The foregoing practices of the University Administration, and the substantive decisions which follow from them, shall not be subject to the grievance procedure set forth in this Agreement. However, issues regarding whether or not the established practices of the University Administration were followed will be subject to the grievance procedure provided herein.

15.4 Nothing in this Article shall be construed to amend, modify or diminish the authority of the University Administration and the Board of Trustees to establish, change or eliminate policies through their duly established procedures.

ARTICLE XVI
TERM OF AGREEMENT

This Agreement shall remain in full force and effect to and including June 30, 1974, and shall automatically renew itself from year to year thereafter unless, not later than April 1, 1974, or a succeeding April 1, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiation shall commence within ten (10) days on such matters as are specifically set forth in such written notice served on the other party prior to April 1.

ARTICLE XVII
EFFECTIVE DATE

This Agreement shall go into effect on the date on which it is signed by the duly authorized representatives of the parties hereto.

The undersigned are duly authorized representatives of the University of Delaware and the University of Delaware Chapter of the American Association of University Professors.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THIS 9TH DAY OF MAY, 1973.

FOR THE UNIVERSITY OF DELAWARE

By: E. A. Trabant

ATTEST: Eugene Chesson, Jr.

FOR THE UNIVERSITY OF DELAWARE CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By: Shien-Biau Woo

Ralph E. Kleinman

APPENDIX "A"

AUTHORIZATION OF PAYROLL DEDUCTION OF MEMBERSHIP DUES

TO: University of Delaware
Newark, Delaware

I hereby authorize and direct the University of Delaware through its officers, agents and employees to deduct from the portion of my salary due me each semi-monthly pay period the amount of $_____ as certified by the American Association of University Professors, University of Delaware Chapter in accordance with the schedule of salaries and deductions as listed below:

Local Dues only		$1.50
Local and National Dues (Academic year salary below -	$ 8,000)	2.00
Local and National Dues (Academic year salary 8,000-	9,999)	2.25
Local and National Dues (Academic year salary 10,000-	11,999)	2.50
Local and National Dues (Academic year salary 12,000-	14,999)	2.75
Local and National Dues (Academic year salary above -	15,000)	3.00

I further authorize and direct the University of Delaware to transfer and pay the sum so deducted to the Treasurer of the

American Association of University Professors, University of Delaware Chapter.

In consideration of the above described services rendered by the University of Delaware, the American Association of University Professors, University of Delaware Chapter, its members, officers, agents and employees and the undersigned hereby releases and discharges the University of Delaware, its officers, agents and employees from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization shall be effective with the first semi-monthly payroll of March, 1973, provided such dues deduction authorization is presented to the University payroll department on or before February 15, 1973.

Dues deduction authorizations received by the University payroll department after February 15, 1973 and before March 1, 1973 shall be effective with the last semi-monthly payroll of March, 1973. Dues deduction authorizations received by the University payroll department March 1, 1973 or thereafter shall be in accordance with the "ASSOCIATION MEMBERSHIP, Professional Dues Deduction" article of the current University of Delaware and AAUP contract.

This authorization is voluntary and shall be irrevocable for the period of one (1) year and I agree and direct that it shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, unless revoked by me by giving written notice to the University and the Association not less than fifteen (15) days prior to the expiration of each period of one (1) year. This authorization shall cease upon

termination of employment with the University or upon transfer to a position excluded from the bargaining unit.

It is understood this service shall be limited to the University of Delaware Chapter of American Association of University Professors for any individual employee, and that no partial deductions will be made.

EMPLOYEE SIGNATURE _____ DATE _____

POSITION TITLE _____ SOCIAL SECURITY # _____

NAME (Print)

LAST _____ FIRST _____ MIDDLE _____

ADDRESS _____

MEMORANDUM OF UNDERSTANDING IN RELATION TO ARTICLE XV

Under Article XV the parties understand that the Board of Trustees, the University Administration, and, the University Faculty Senate upon approval by the Administration and the Board, have undiminished power and authority to establish, change or eliminate policies.

The parties also understand that the privileges of the Faculty provided in the Trustee Bylaws to advise upon proposed policy and to recommend policy also remain undiminished by this contract.

Since in the past proposals by the Administration to establish, change or eliminate policies have been presented for review and comment by faculty committees, the college senate (s), and the University Faculty Senate, the parties agree that these procedures shall be followed in the future.